

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-2343-41DP		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S10		PAGE 1 OF 45	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Initials & Control #: KJH/031939				4. SOLICITATION NUMBER N66604-03-R-1939		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> X NEGOTIATE <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2003 SEP 30			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911 , Simonpietri Drive Newport, RI 02841-1708 HUGHESKJ@npt.nuwc.navy.mil		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS LABOR SURPLUS AREA CONCERNS COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS OTHER: NAICS CODE 541330 SIZE STANDARD \$23M					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2003 NOV 03 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES The Acoustic Measurement Facility and Towed Line Array (TLA) Technical Support											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY <input checked="" type="checkbox"/> _____						14. PAYMENT WILL BE MADE BY _____ CODE _____					
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE	
		NOTE:SEE PAGE 36 Clause LX25 Site-Visits for DODGE POND and SENECA LAKE (SEE PAGE 2)									
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT) _____ DATE SIGNED _____						NAME OF CONTRACTING OFFICER _____ DATE SIGNED _____					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	
FROM:			AFFIX STAMP HERE
<p>TO: Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591, Simonpietri Drive Newport, RI 02841-1708</p>			
SOLICITATION NO.		N66604-03-R-1939	
DATE AND LOCAL TIME		2003 NOV 03, 2:00 P.M.	

A10 SPECIAL NOTICE (JUL 2001)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16, COST AND PERFORMANCE REPORTING and G1, SUBMISSION OF INVOICES -- ECRAFT..

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B13X SUPPLIES/SERVICES AND PRICES - CPAF TERM

This is a Cost Plus Award Fee (Term) contract. The Contractor shall perform the work specified below and in Section C. For work performed hereunder, the Contractor shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7), Fixed Fee (FAR 52.216-8), and Payment of Base Fee and Award Fee (B51X).

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B30, for the term in Clause F21.	1	LO	
		Estimated Cost:	\$	*
		Base Fee:	\$	*
		Maximum Award Fee	\$	**
		Total CPAF:	\$	*

0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423.	1	LO	NSP
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* Offeror shall insert amounts.

** The award fee shall not exceed 7% of the Total Estimated Cost. Payment of the Award Fee shall be in accordance with B51X and G200.

BX30 LEVEL OF EFFORT - TERM

(a) The level of effort for the performance of this contract during the period from 2003 DEC 03 to 2008 DEC 02 is based upon an anticipated total estimated level of effort of 182,000 man-hours of direct labor. The total estimated level of effort is expected to occur evenly over the contract term.

(b) The estimated composition of the total man-hours of direct labor by classification is as follows:

	<u>Labor Category</u>	<u>eCraft Code</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
*	Manager, Program Project II	MANP2		9,000
*	Engineer, Design II	ED2		5,000
*	Engineer, Systems II	ESY2		9,000
*	Engineer, Electrical/Electronics II	EE2		18,000
*	Crane Operator/Rigger	23850		18,000
	Technician, Electrical/Electronics II	2908B		36,000
	Technician, Mechanical II	2908H		36,000
	Specialist, Configuration Management II	SCM2	22,000	5,000
	Word Processor I	01611	15,000	
	Clerk, General I	01115	9,000	
	5 YEAR TOTAL MAN-HOURS:		46,000	136,000
*	Key Labor Category			

(c) The Contractor may use any combination of hours of the above listed labor categories, if necessary to perform the statement of work.

(d) In the event that the incurred level of effort exceeds by 3% or less of the contract requirement, but does not exceed the estimated cost of the contract, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (f) below. This understanding does not supersede or change subsection (f) below, whereby the Contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

(e) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the contract is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(f) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed 75% of the level of effort established for the contract; or

(2) The level of effort required to perform the contract will be greater than the level of effort established for the contract.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the contract. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(g) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the contract, the Government shall have the option of;

- (1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or
 - (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.
- (h) Within thirty days after completion of the contract, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.
- (1) The total number of man-hours of direct labor expended;
 - (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the contract schedule, including the identification of the key employees utilized.
 - (3) The Contractor's estimate of the total allowable cost incurred under the contract,
 - (4) In the case of a cost underrun, the amount by which the estimated cost of the contract may be reduced to recover excess funds.

B51X PAYMENT OF BASE AND AWARD FEE

- (a) The base fee, if any, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such installment is to be \$___*___ per labor hour expended during the installment period. The balance of the base fee shall be payable in accordance with other clauses of this contract.
- (b) The maximum available award fee is hereby established at \$___**___ per labor hour. Determination of the **actual** award fee, if any, earned by the contractor and payment thereof shall be made in accordance with the Award Fee Plan, Attachment #14 hereto.

*To be filled in at time of award. This rate is calculated by dividing the negotiated total base fee by the total man-hours cited in Clause BX30.

**To be filled in at time of award. This rate is calculated by dividing the negotiated total award fee by the total man-hours cited in Clause BX30.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C11 STATEMENT OF WORK

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

C16 COST AND PERFORMANCE REPORTING (MAY 2001)

- (a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.
- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.
- (1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.
 - (2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after contract award.

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21 PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (DEC 2001)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <https://www.npt.nuwc.navy.mil/envpol00.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SECTION D PACKAGING AND MARKING

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(to be provided at time of award)*
REQUISITION NUMBER: N66604-2343-41DP
MARK FOR: _____

Name

Code

Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F21 COMPLETION DATE

Services to be furnished hereunder shall be performed and completed by 60 months after award.

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

F30 PLACE OF PERFORMANCE (SEP 2001)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: primarily Niantic, CT and Dresden, NY

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed

- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required.
- (f) A Certificate of Performance is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

Name: Lisa M. Brazil

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-1437__; DSN: 920-1437__

Email: brazillm@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: (to be provided at time of award) Code:

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: Room:
Newport, RI 02841-1708

Telephone: Commercial: (401) 832- ; DSN: 920-

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: (to be provided at time of award) Code:

Telephone: Commercial: (401) 832- ; DSN: 920-

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

G200 INVOICING PROCEDURES FOR AWARD FEE

(a) The Contracting Officer shall notify the contractor, in writing, of the total award fee earned during the Award Fee Evaluation period. The contractor shall be provided with a hard copy of the Award Fee Evaluation for the period, the overall performance score, the applicable award fee percentage, the hours performed during the evaluation period and the total award fee earned.

(b) Upon receipt of the above information, the contractor is authorized to submit to the Contracting Officer an invoice for the award fee earned. The Contracting Officer shall review the invoice for accuracy. If the invoice is acceptable, the Contracting Officer shall retain one copy for the contract file and forward the original to the payment office for payment.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

- (a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.
- (b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.
- (c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.
- (d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (e) The prohibitions imposed by this clause may be waived by the Contracting Officer.
- (f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.
- (g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H23 YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY

- (a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

H30 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (MAR 2002)

This contract or order is incrementally funded and the amount currently available for payment hereunder is limited to \$___ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this contract or order.

NUWC Accrual Date ____

H38 TECHNICAL DIRECTION LETTERS

(a) The Government may issue Technical Direction Letters (TDLs) when necessary to provide clarification or details of specific tasks set forth in the Statement of Work (SOW). TDLs are normally originated by the Contracting Officer's Representative (COR), and may be based on technical discussions with the Contractor. The Contractor shall not act on such discussions until receiving direction from the Contracting Officer.

(b) TDLs shall be written, except that the Contracting Officer may issue TDLs orally with written confirmation provided within five working days. TDLs shall include at least the following data:

- (1) Contract and TDL number,
- (2) Effective date (if different than the letter date),
- (3) Technical Directions or clarifications, and
- (4) Specific reference to relevant SOW paragraphs.

(c) A TDL is effective only after it is signed by the Contracting Officer and delivered, mailed, or electronically transmitted to a Contractor representative. TDLs may be revised by subsequent TDLs.

(d) Limitations. A TDL is not a modification; it does not change the contract terms or the SOW. It obligates no additional funds. If the Contractor believes that a TDL constitutes a change, the Contractor shall not perform the effected portion of the work; and shall contact the Contracting Officer immediately for further clarification and direction.

H40 KEY PERSONNEL REQUIREMENTS (SEP 2001)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A completed PDF in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

* Subcontractors

Manhours

_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following locations: Niantic, CT and Dresden, NY.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83 SERVICE CONTRACT ACT WAGE DETERMINATION

The applicable Service Contract Act Wage Determination by the Secretary of Labor is set forth in Attachment #7.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(Jul 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)

52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS - ALT III	(OCT 1997)
	para (c) fill-in: ...electronic media: <u>MS Excel 97</u> .	
52.216-7	ALLOWABLE COST AND PAYMENT	(FEB 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
	para.(a) fill-in: <u>\$0.00</u>	
52.222-3	CONVICT LABOR	(AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE	(MAY 1989)
	para.(a) fill-in: <u>Niantic, CT and Dresden, NY</u> .	
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(APR 1998)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-3	PATENT INDEMNITY	(APR 1984)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR - (LONG FORM)	(JAN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7015	TECHNICAL DATA -- COMMERCIAL ITEMS	(NOV 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.	(APR 1984)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)

252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(DEC 2000)
52.243-2	CHANGES - COST REIMBURSEMENT	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2001)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA	(DEC 1991)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(APR 1984)
	para.(a) fill-in: Naval Undersea Warfare Center, Division Newport	
	para.(b) fill-in: Naval Undersea Warfare Center, Division Newport	
	para (c) fill-in: contacting the office identified in block 12 of the SF 1447	
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JAN 1997)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	(JUN 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits**</u>
*	*
<hr/>	<hr/>

* The information required by this clause is set forth on the Standard Form 98a Notice of Intention to Make a Service Contract and Response to Contract, Attachment No. 13. In addition, the form supplies a cross-reference from the Department of Labor Wage Determination labor categories to the applicable service employee labor categories required by this contract and specified elsewhere in the Schedule.

** Fringe benefits for full-time employees: Thirteen (13) days paid leave per year up to three (3) years of service; twenty (20) days paid leave per year between three (3) and fifteen (15) years of service; and twenty-six (26) days paid leave after fifteen (15) years of service. Thirteen (13) days of paid sick leave per year. Ten (10) paid holidays per year.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS –

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	6
<u>ATTACHMENT</u>		
1	Statement of Work	9
2	Personnel Qualifications Sheet	10
3	DD Form 254, Contract Security Specification	4
4	Contract Administration Master Plan (CAMP)	2
5	Certificate of Performance	1
6	Government Property Made Available	1
7	Applicable Wage Determinations AREA Hartford, CT No.94-2087 REV(23) AREA Rochester, NY No.94-2381 REV(25)	9 8
8	Personnel Data Form	1
9	(This attachment number is intentionally not used.)	
10	Cost Summary Sheet	1
11	(This attachment number is intentionally not used.)	
12	Comments in the Interest of Competition	1
13	SF98A, Notice of Intention to Make a Service Contract and Response to Notice	1
14	Award Fee Plan	6

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)

K16 OFFEROR DATA (APR 2002)

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(3) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

§aspalpha *"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)-

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K25-003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE CHECK ONE: _____ DX OR <u>X</u> DO RATED ORDER	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
52.237-1	SITE VISIT	(APR 1984)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Page 2, Clauses B13X

Section G - Contract Administration Data. Page 10, Clauses G12 and G14, and Page 11 Clause G15

Section H - Special Contract Requirements. Page 15, Clause H51

Section K - Representations, Certifications, and Other Statements of Offeror.

Pages 21 through 30, All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Page 36, Clause LX25, Page 33 Clause L11-900, and Page 44 Clause L46.

Section J - Attachments. Page 20, Numbers 2, 8, 10, and 12

L8 PROFIT INFORMATION

(a) The Contracting Officer is required to use the Weighted Guidelines Method described in DFARS 215.970 for performing a profit/fee analysis on this acquisition. Offerors are urged to present the details of the proposed profit/fee amount in the format (DD Form 1547) and detail described in DFARS 215.970. This will facilitate a more complete discussion of the individual factors which will determine an overall fair and reasonable profit/fee for this acquisition. Specific agreement on the applied weights or values for individual profit factors shall not be attempted.

(b) If an offeror proposes Facilities Capital Cost of Money, full supporting data on DD Form 1861 must be provided.

(c) Offerors may provide factual and substantive information for the Government's consideration in assigning weights and values. Offerors are advised, however, that unsupported assertions of merit will be disregarded.

(d) For offers under Time and Material solicitations, offerors should note that because FAR 52.232-7 precludes fee on material costs (including subcontracts), such costs are not an acceptable basis for developing an overall contract fee position using weighted guidelines.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting

substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L15-20D REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (FAR 52.215-20) – ALT IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: See Clause L40X “Cost Proposal”

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.
- (b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

- (a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.
- (b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.
- (c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

LX25 SITE VISIT (MAY 2003)

- (a) The contracting officer will conduct a site visit of the Dodge Pond, Niantic, CT facility on Tuesday 2003 SEP 23 and the Seneca Lake, Dresden, NY facility on Tuesday 2003 SEP 30. All prospective offerors are urged to attend these site visits. Offerors attending the site visits will meet at the following time and location to be escorted to the site:

Dodge Pond, Niantic, CT facility:

Dodge Pond Detachment
6 Dodge Court
Niantic, CT 06357-4202

Tuesday 2003 OCT 14	09:30 a.m.	Dodge Pond
Date	Time	Location

Seneca Lake, Dresden, NY facility

Seneca Lake Detachment
50 Main Street
Dresden, NY 14441

Thursday		
2003 OCT 23	09:30 a.m.	Seneca Lake
Date	Time	Location

(b) Offerors who plan to attend shall submit a visit request at least five days prior to the visit, to the NUWC Division, Newport Security Office, Code 553, Bldg. 80, Newport, RI 02841-5047 and, additionally, shall submit an informational copy of the visit request to the issuing negotiator identified on the covering solicitation form. Offerors may submit their visit requests to the Security Office via telecopier (401-832-4396). The telephone number for the Security Office is 401-832-2551. The informational copy marked for the negotiator, Kevin Hughes, may also be sent via telecopier (401-832-4820).

(c) Offerors who plan to attend must have a valid visit request on file with Mark Hammond-Code 7011. All visit requests must be received by Mark Hammond via fax at 860-739-9389 at least three business days prior to the visit. Verbal, electronic, or self-carried requests are not acceptable. Offerors must submit a visit authorization request on company letterhead. Those not submitted on company letterhead will be rejected. For further information contact the Security Division at 401-832-2551.

(d) Attendees shall provide the contract negotiator, Kevin Hughes, with a copy of the visit request by fax at 401-832-4820.

(e) The information required for visit requests for US Citizens is:

Name of Individual (s):
Social Security Number of each individual:
Place of Birth (City/State)
Date of Birth
Date(s) of Visit :
Detailed Purpose of Visit: **Site-Visit Dodge Pond, Niantic, CT or Site-Visit Seneca Lake, Dresden, NY**
Person(s) to be visited with their telephone numbers
Visitor's Clearance Level:
Classification Level of Visit : **Unclassified**
Citizenship (include naturalization number for US citizens born outside the US):
Company telephone and fax number:
Signature and title of company/command authorizing official.
Duration of Visit: **one day at each site**

(f) Offerors shall not ask questions relative to the solicitation during the site visits. All questions shall be formally addressed to the Procuring Contracting Officer (PCO) identified in Clause G10 of the solicitation. All questions will be formally answered in an amendment to the solicitation. Questions for the PCO may be sent by fax to the attention of Kevin Hughes at 401-832-4820.

(g) Attendees shall abide by the following rules:

- (1) No cameras, tape recorders, or other reproduction devices are allowed. No hard copies of any Government documents (maps, hand-outs, etc.) shall be provided to contractors. Contractors are restricted to note-taking.
- (2) No explanation, remarks, or replies made by Government representatives in response to any inquiries during the Site Survey shall be construed as changing the terms or conditions of the solicitation. The definitive treatment of any such problems or questions shall be by formal RFP amendment. Only the Contracting Officer can change the RFP requirements.
- (3) Phone calls shall be made on commercial telephones only.

- (4) Each visitor shall be required to sign in and sign out on the visit, and must stay with the site survey "tour" at all times. No other meetings or discussions with Government personnel shall be permitted.
- (5) The Government reserves the right to inspect all material, briefcases, etc., entering or leaving Government facilities.
- (6) Only advance substitutions of contractor personnel are permitted.

CONTRACTORS NOT COMPLYING WITH THESE RULES AND PROCEDURES MAY BE PRECLUDED FROM FURTHER SITE SURVEY PARTICIPATION.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original signed solicitation document with all the required fill-ins completed plus 2 copies ***Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.***
- (iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
- (iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
- (v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<u>25</u> (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 6 copies
Volume II - Cost	<i>No Limit</i>	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.
- (ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.
- (iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L33 ALTERNATE LABOR CATEGORIES

- (a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.
- (b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.
- (c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.
- (d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.
- (e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

LX37 TECHNICAL PROPOSAL - SERVICES (OCT 2001)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Personnel
- Past Performance

(b) Personnel.

(1) Demonstrate that the offeror is capable of performing all aspects of the Statement of Work by providing a matrix that correlates personnel assignment to each task of the Statement of Work. Show that your team possesses education and skills well suited to perform the Statement of Work.

(2) The offeror shall provide at least the number of personnel specified below in each of the categories listed. The sum of hours must equal the hours shown in Section BX30 for each category.

KEY PERSONNEL	
<u>Labor Category</u>	<u>Number</u>
* Manager, Program Project II	1
* Engineer Design II	1
* Engineer, Systems II	1
* Engineer, Electrical Electronics II	2
* Crane Operator/Rigger	2

NON-KEY PERSONNEL	
<u>Labor Category</u>	<u>Number</u>
* Technician, Electrical/Electronics II	4
* Technician, Mechanical II	4
Specialist, Configuration Management II	3
Word Processor I	2
Clerk, General I	1

* PDFs required

(i) Identify all non-Service Contract Act personnel proposed (see appropriate PQS for notation). All personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for their assigned labor category. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

Note: Substitution of Key Personnel is subject to the "Key Personnel Requirements" clause in Section H.

(ii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iii) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or individuals who are proposed to permanently relocate in support of the project. Provide

a statement signed by that person indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(iv) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(3) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. For all Non-SCA categories, list all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(4) Personnel Data Form (PDF). Remove the PDF (Attachment #8) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. **Also, in the NON-Key categories, include a PDF for each individual proposed under the 2 Technician categories.** Facsimiles and continuation sheets are permitted, and should follow the general format of the PDF. Place the PDFs behind the appropriate PQS in the proposal.

(i) Under "experience element", identify those areas of experience considered pertinent to the work required under the proposed acquisition.

(ii) Under "time period", indicate the period of time during which experience for the respective experience category was gained. Time periods may be concurrent for several elements.

(iii) Under "occasion", indicate job title, employer (contractor name or Government activity) and the capacity in which the person worked to obtain the experience in that element.

(iv) Under "narrative", briefly describe or amplify total experience or other pertinent qualifications which specifically relate to this procurement. Also, identify the employees' depth of knowledge gained as a result of work experience; (i.e., a primary or collateral requirement of the job). Also indicate whether the employee is currently functioning as a key person under other contracts and describe their involvement under those contracts.

(5) Personnel Management.

(i) Identify the Senior Technical Representative (STR) designated to manage tasks. Include a Personnel Data Form (PDF) for the STR (if the STR's PDF is included elsewhere in the proposal, identify its location, do not resubmit). Address the STR's authority, ability to independently commit company resources to performance under the contract, and the STR's line of communication to senior company management. Describe the STR's previous experience managing similar efforts. (Note: The contract does not require the STR to be a Key or Non-Key Person, directly charging to the contract.)

(ii) If the offeror proposes to perform any part of the required level of effort by employees working in excess of forty hours per week, regardless of compensation arrangement, provide the following information:

(A) Identify all hours in excess of forty hours per week by labor category whether at the prime or subcontract level.

(B) Provide a copy of the corporate policy addressing work in excess of 40 hours. Include an assessment of its impact on work effectiveness and specify the extent to which employees are required or encouraged to perform work in an excess of 40 hours.

(C) Identify the number of hours that will be performed without supervision and/or support personnel and an assessment of the productivity of such effort.

(D) Provide a schedule of times when employees will work hours in excess of 40 per week, such as 4:30 to 5:30 P.M. Mondays through Thursdays or 8:00 A.M. to 12:00 P.M. on Saturdays for a total of 44 hours per week.

(iii) Identify any proposed relocation of personnel. If you propose to use personnel at facilities outside the local commuting area (see Clause F30), demonstrate that they can be used effectively and efficiently, and that adequate management control exists over their use.

(c) Past Performance. Provide the following information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer's* name and telephone number
 - Administrative Contracting Officer's* name and telephone number (if different)
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L40X COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

(1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.

(2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

(1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.

(2) Offerors shall include a **5 year Material estimate of \$300,000.00**, that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a **5 year Travel estimate of \$150,000.00**, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

(e) Award Fee

(1) A Cost Plus Award Fee contract is contemplated.

(2) In order to maintain the integrity of the contract type and the goal of the acquisition, all offers will be evaluated using an award fee of 7%. The base fee will be evaluated as proposed (0-3%). Fee limitations are discussed in DFAR 216.405-2(c)(2)(B).

(f) Subcontracting. Offerors who anticipate subcontracting a portion of the effort to be performed are strongly encouraged to propose a fee pool arrangement. In a fee pool arrangement, the vast majority of the fee is proposed at the prime level and distributed during performance to those firms which provide the hours. This type of arrangement eliminates the double loading of fee and provides a flowdown incentive to the subcontractors to perform well.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M35X EVALUATION FOR AWARD - BEST VALUE (MAR 1999)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Personnel

Past Performance

Cost

(b) Personnel and Past Performance are equal in importance. When combined, Personnel and Past Performance are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

- (1) Unrealistically low rates or other costs
- (2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

(f) In order to maintain the integrity of the contract type and the goal of this acquisition, all offers will be evaluated using a total award fee of 7%. The base fee will be evaluated as proposed (0-3%).

Form Approved
OMB No. 0704-0188

(2 Data Items)

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X
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D. SYSTEM/ITEM	E. CONTRACT/PR NO. N66604-2343-41DP	F. CONTRACTOR
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES	3. SUBTITLE
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4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80508A	5. CONTRACTING REFERENCE SOW 4.2.1.1, 4.2.3.1, 4.6.1.1, 4.7.1	6. REQUIRING OFFICE NUWCDIVNPT 7011
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A	D SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES	
					Drafts	Final
					Reg	Repro

[illegible]

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM SOFTWARE TEST PLAN	3. SUBTITLE MODIFICATIONS
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4. AUTHORITY (Date Acquisition Document No.) DI-IPSC-81438A	5. CONTRACTING REFERENCE SOW 4.2.3.1	6. REQUIRING OFFICE NUWCDIVNPT 7011
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	Final	
8. APP CODE N/A						Drafts

16. REMARKS: BLK 9: SEE ADDENDUM	HAMMOND		1	
	15. TOTAL		1	

G. PREPARED BY: M. HAMMOND	H. DATE	I. APPROVED BY J. FEIROUZ <i>Jacqueline M. Feiroz</i>	J. DATE 11/17/2003
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EXHIBIT "A"

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X
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D. SYSTEM/ITEM	E. CONTRACT/PR NO. N66604-2343-41DP	F. CONTRACTOR
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM SYSTEM/SUBSYSTEM SPECIFICATIONS	3. SUBTITLE
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4. AUTHORITY (Date Acquisition Document No.) DI-IPSC-81431A	5. CONTRACTING REFERENCE SOW 4.2.4.1	6. REQUIRING OFFICE NUWC DIVNPT 7011
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION
8. APP CODE A	SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE

16. REMARKS: BLK 9: SEE ADDENDUM BLKS 12/13: THE CONTRACTOR SHALL SUMIT A DRAFT REPORT TO THE GOVERNMENT AS REQUIRED. THE GOVERNMENT WILL REVIEW & COMMENT WITHING 14 DAYS. UPDATED REPORTS SHALL BE PROVIDED TO THE GOVERNMENT WITHIN 14 DAYS OF RECEIPT OF THE GOVERNMENT'S COMMENTS.	HAMMOND	1	1	
	15. TOTAL	1	1	

1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM MAINTENANCE SERVICE REPORT	3. SUBTITLE
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4. AUTHORITY (Date Acquisition Document No.) DI-MGMT-80995	5. CONTRACTING REFERENCE SOW 4.3.2.1, 4.4.2.1	6. REQUIRING OFFICE NUWC DIVNPT 7011
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION
8. APP CODE N/A	SEE BLK 16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE

16. REMARKS: BLK 9: SEE ADDENDUM	HAMMOND		1	
	15. TOTAL			1

G. PREPARED BY: M. HAMMOND	H. DATE	I. APPROVED BY J. FEIROUZ <i>Jacqueline M. Feirouz</i>	J. DATE 11/17/2003
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.

0002

B. EXHIBIT

A

C. CATEGORY:

TDP

TM

OTHER X

D. SYSTEM/ITEM

E. CONTRACT/PR NO.
N66604-2343-41DP

F. CONTRACTOR

1. DATA ITEM NO.

A005

2. TITLE OF DATA ITEM

PROPOSED SPARE PARTS LIST

3. SUBTITLE

4. AUTHORITY (Date Acquisition Document No.)

DI-ILSS-80134A

5. CONTRACTING REFERENCE

SOW 4.4.3

6. REQUIRING OFFICE

NUWC DIVNPT 7011

7. DD 250 REQ

LT

9. DIST STATEMENT REQUIRED

D

10. FREQUENCY

ASREQ

12. DATE OF FIRST SUBMISSION

ASREQ

14. DISTRIBUTION

8. APP CODE

N/A

SEE BLK 16

11. AS OF DATE

N/A

13. DATE OF SUBSEQUENT SUBMISSION

ASREQ

a. ADDRESSEE

b. COPIES

Drafts

Final

Reg

Repro

16. REMARKS:

BLK 9: SEE ADDENDUM

HAMMOND

1

1. DATA ITEM NO.

A006

2. TITLE OF DATA ITEM

PRODUCT DRAWINGS AND ASSOCIATED LISTS

3. SUBTITLE

4. AUTHORITY (Date Acquisition Document No.)

DI-DRPR-81000A

5. CONTRACTING REFERENCE

SOW 4.5.2.1, 4.6.1.1, 4.6.2, 4.8.1

6. REQUIRING OFFICE

NUWC DIVNPT 7011

7. DD 250 REQ

DD

9. DIST STATEMENT REQUIRED

D

10. FREQUENCY

ASREQ

12. DATE OF FIRST SUBMISSION

SEE BLK 16

14. DISTRIBUTION

8. APP CODE

A

SEE BLK 16

11. AS OF DATE

N/A

13. DATE OF SUBSEQUENT SUBMISSION

SEE BLK 16

a. ADDRESSEE

b. COPIES

Drafts

Final

Reg

Repro

16. REMARKS:

BLK 9: SEE ADDENDUM

BLKS 12/13: THE CONTRACTOR SHALL SUBMIT DRAFT DRAWINGS AS REQUIRED. THE GOVERNMENT WILL REVIEW AND COMMENT WITHIN 15 DAYS. UPDATED DRAWINGS SHALL BE SUBMITTED TO THE GOVERNMENT WITHIN 15 DAYS OF RECEIPT OF THE GOVERNMENT'S COMMENTS.

HAMMOND

1

1

G. PREPARED BY:

M. HAMMOND

H. DATE

I. APPROVED BY

J. FEIROUZ

Jacqueline M. Feirouz

J. DATE

11/17/2003

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.

0002

B. EXHIBIT

A

C. CATEGORY:

TDP

TM

OTHER X

D. SYSTEM/ITEM

E. CONTRACT/PR NO.
N66604-2343-41DP

F. CONTRACTOR

1. DATA ITEM NO.

A007

2. TITLE OF DATA ITEM

TECHNICAL REPORT-STUDY/SERVICES

3. SUBTITLE

OPERATIONS & MAINTENANCE

4. AUTHORITY (Date Acquisition Document No.)

DI-MISC-80508A

5. CONTRACTING REFERENCE

SOW 4.5.2.1, 4.8.1

6. REQUIRING OFFICE

NUWC DIVNPT 7011

7. DD 250 REQ

LT

9. DIST STATEMENT
REQUIRED

D

10. FREQUENCY

ASREQ

12. DATE OF FIRST SUBMISSION

SEE BLK 16

14. DISTRIBUTION

a. ADDRESSEE

b. COPIES

Drafts

Final

Reg

Repro

8. APP CODE

A

SEE BLK 16

11. AS OF DATE

N/A

13. DATE OF SUBSEQUENT
SUBMISSION

SEE BLK 16

16. REMARKS:

BLK 9: SEE ADDENDUM

BLKS 12/13: THE CONTRACTOR SHALL SUMIT A DRAFT MANUAL (WHEN?)
THE GOVERNMENT WILL REVIEW & COMMENT WITHIN 14 DAYS. THE
CONTRACTOR SHALL SUBMIT THE FINAL MANUAL, WITHIN 14 DAYS OF
RECEIPT OF THE GOVERNMENT'S COMMENTS.

HAMMOND

1

1

15. TOTAL

1

1

1. DATA ITEM NO.

A008

2. TITLE OF DATA ITEM

INSTRUCTIONAL MEDIA PACKAGE

3. SUBTITLE

4. AUTHORITY (Date Acquisition Document No.)

DI-ILSS-81526A

5. CONTRACTING REFERENCE

SOW 4.5.4.1

6. REQUIRING OFFICE

NUWC DIVNPT 7011

7. DD 250 REQ

LT

9. DIST STATEMENT
REQUIRED

D

10. FREQUENCY

ASREQ

12. DATE OF FIRST SUBMISSION

ASREQ

14. DISTRIBUTION

a. ADDRESSEE

b. COPIES

Drafts

Final

Reg

Repro

8. APP CODE

N/A

SEE BLK 16

11. AS OF DATE

N/A

13. DATE OF SUBSEQUENT
SUBMISSION

ASREQ

16. REMARKS:

BLK 9: SEE ADDENDUM

HAMMOND

1

15. TOTAL

1

G. PREPARED BY:

M. HAMMOND

H. DATE

I. APPROVED BY

J. FEIROUZ

Jacqueline M. Feirouz

J. DATE

11/17/2003

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

Form Approved
OMB No. 0704-0188

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D. SYSTEM/ITEM	E. CONTRACT/PR NO. N66604-2343-41DP	F. CONTRACTOR
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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18. ESTIMATED TOTAL PRICE	
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18. ESTIMATED TOTAL PRICE	
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17. PRICE GROUP

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18. ESTIMATED TOTAL PRICE	
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DD FORM 1423
CONTRACT DATA REQUIREMENTS LIST

BLOCK 16 ADDENDUM

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

CDRLs A001- A009

BLOCK 9:

Distribution Statement D: Distribution authorized to Dod and Dod Contractors only; Critical Technology; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 7011, Mark Hammond.
(Requesting Code)

The following "EXPORT CONTROL WARNING NOTICE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL Items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of Dod Directive 5230.25.

Statement of Work

1.0 BACKGROUND

The Naval Undersea Warfare Center (NUWC) Test and Evaluation Department is responsible for providing state-of-the-art Acoustic and Sonar Test Facilities that service NUWC, other Governmental organizations, universities, and private commercial activities, as well as, Foreign Navies and their contractors.

The Test and Evaluation Department supports multiple acoustic test and evaluation test sites including the Dodge Pond Acoustic Measurement Facility located in Niantic, CT www.npt.nuwc.navy.mil/dodge and the Seneca Lake Sonar Test Facility located in Dresden, NY www.npt.nuwc.navy.mil/seneca. Both facilities exist to support the center and the Navy's interest in Research & Development of underwater acoustic programs.

The Dodge Pond Acoustic Test facility provides modernized underwater acoustic test equipment with capabilities for conducting test and evaluation measurements of all single element transducers, arrays, domes, baffles, towed line arrays and electro-acoustic devices. The Seneca Lake Sonar Test facility also provides modernized underwater sonar and acoustic test equipment augmented with massive lift and power capabilities for conducting test and evaluation measurement of equipment ranging from single element transducers to complex sonar arrays suites/systems and other large-scale projects.

In addition, the Test and Evaluation Department is responsible for providing standardized acoustic test and evaluation capabilities to US and Foreign Navies for the development, operation and maintainability of the Towed Line Array (TLA) depots, and other designated field sites, in support of towed arrays and hull mounted transduction devices. A NUWC restoration support team provides the technical assistance, guidance and equipment to all Naval shipyards, installation activities, selected acoustic test sites, TLA repair/restoration facilities and foreign navy shipyards to ensure each activity accurately and effectively tests and repairs sonar TLAs in a standardized manner thereby maintaining Anti-Submarine Warfare (ASW) capabilities in the Fleet.

The Dodge Pond facility, Seneca Lake facility, and TLA program support team exists as separate entities reporting to a NUWC Program Manager (PM) responsible for providing technical and administrative management of the program while ensuring the Navy maintains a strong and efficient ASW capability. NUWC is also tasked to ensure the ally foreign countries are provided with the same capabilities.

2.0 SCOPE

The contractor shall provide engineering, analytic and administrative support services to NUWC and other designated field sites to ensure that all facility operations are maintained in a manner that ensures effective ASW readiness to the Fleet. Specific project support shall include: Test and evaluation support to the facilities, including ancillary support personnel to maintain an efficient operation; development of instrumentation, test methods, measurement criteria, training program, and unique jigs, tools and fixtures for testing all hull mounted transducers and hydrophones, as well as surface ship and submarine towed arrays. In addition, the contractor shall maintain, update, and improve all facility operations documents, test procedures, final acceptance documentation, equipment refurbishment, updates and modernization, and shall develop new capabilities to improve facility and depot operation production techniques.

3.0 APPLICABLE DOCUMENTS/GOVERNMENT FURNISHED INFORMATION (GFI)

- ISO 9001:2000 Certification and Standard Operating Procedures for Dodge Pond and Seneca Lake Operations
- Navy Crane Center P-307 Weight Handling Equipment Manual
- Operations & Maintenance Manual for Specialized Plant Equipment for AN/SQR-19 Tactical Towed Array SONAR (TACTAS)
- OSHA Regulation General Industry Standards - 29 CFR 1910
- Technical Repair Standards (TRSs) for AN/SQR-18 and AN/SQR-19 Towed Line Array Modules

4.0 REQUIREMENTS

4.1 Task 1: Acoustic Measurement Test and Evaluation Support Operations

The contractor shall support the operations of the sonar test facilities by providing expertise in the conduct of all operations, including test conduct, measurement analysis, operation of vessels, rigging services, crane operations, equipment maintenance, as well as preventive and corrective maintenance.

4.2 Task 2: Engineering Evaluation and Recommendations

This task is in support of the test facilities as well as the TLA Program and requires the contractor to provide engineering support.

4.2.1 The contractor shall conduct engineering failure analysis and characterize defects of specialized plant equipment hardware/software as identified by the Government. These analyses shall consist of an assessment of the probable cause of the failure, the probability of re-occurrence, an identification of impact on system performance, and the identification of an alternative action approach for improving performance and reliability.

4.2.1.1 Deliverable: The contractor shall submit a Technical Report in accordance with CDRL A001. This report shall identify failure analysis and resolution approaches. Upon Government approval, the contractor shall provide resolution applications to resolve outstanding deficiencies.

4.2.2 The contractor shall review and investigate all system measurement equipment problem reports to determine if the problems will impact system performance and if the impact and/or benefit of incorporating new techniques will effect modified transducer performance requirements.

4.2.3 The contractor shall review and evaluate approximately 20 Engineering Change Proposal's (ECP's) related to system equipment to determine whether the proposed modification to system hardware/software is technically adequate, cost acceptable, methodology adequate, and whether equipment performance maintainability and operability will be improved.

4.2.3.1 Deliverables: The contractor shall submit results of these evaluations via a Technical Report, in accordance with CDRL A001. Specifics of proposed software modifications shall be documented in the Software Test Plan, in accordance with CDRL A002.

4.2.4 The contractor shall establish software test programs, develop routines, as well as propose and develop hardware changes to the towed array and acoustic measurement test sets when authorized by the Government. The contractor shall select, obtain, adapt, modify, and interconnect equipment to the existing configuration equipment installations at NUWC and at designated field sites in a manner whereby problem report solutions are implemented.

4.2.4.1 Deliverable: The contractor shall provide the detailed hardware/software specifications established through this process in accordance with CDRL A003.

4.3 Task 3: Technical Engineering Support

4.3.1 The contractor shall perform corrective maintenance and repair on acoustic measurement test sets and ancillary equipment, including amplifiers and individual specialized test gear, facility operational equipment (i.e. cranes, winches, lifting gear, motors, generators, pumps, hand equipment) and vessels (boats, barges and motorized vehicles). This work shall be performed primarily at Seneca Lake.

4.3.2 For the Towed Array Program, the contractor shall perform corrective maintenance repair on the Towed Line Array (TLA) plant equipment and related equipment. Within 24 hours of notification of a breakdown, the contractor shall have a qualified representative on Government site ready to perform the corrective maintenance. The contractor shall repair all equipment at either the test facilities or Towed Array depots in accordance with the Government provided Operation and Maintenance (O&M) manuals.

4.3.2.1 Deliverable: Following each maintenance visit or evaluation, the contractor shall submit a Maintenance Service Report, in Government format, in accordance with CDRL A004. The report shall be submitted within one week of the maintenance action and shall describe the nature of the maintenance accomplished, the length of service time required, the satisfactory completion of post maintenance testing, and any other information on the system or test site which would be beneficial to NUWC in managing the program.

4.3.3 The contractor shall respond to a problem call within one hour by having a field representative establish telephone contact with the site. The field representative shall provide hands on or verbal assistance (as required by the situation) to aid the site in problem resolution. Should the extent of the problem be such that corrective action by site personnel is not feasible, the contractor shall provide a verbal recommendation for follow-up action to the NUWC Code 7011 COR.

4.4 Task 4: Specialized Electronic Component Repair

4.4.1 The contractor shall identify and isolate deficient components, including standardized and specialized circuit cards, wiring, motors, controllers etc. from the specialized towed line array and acoustic measurement systems and conduct troubleshooting, repair, and site dependent modifications to return the assemblies to fully operational condition.

The contractor shall also maintain specialized systems/componentä located at the acoustic measurement sites. Any requirement for the purchase of support equipment shall be reviewed and authorized by Government personnel.

4.4.2 The contractor shall conduct post-repair analysis. This analysis shall consist of the specific tests for the individual assemblies noted in the respective equipment technical manuals provided by the Government.

4.4.2.1 Deliverable: Upon satisfactory repair, the contractor shall provide a Technical Report of the actions taken, in accordance with CDRL A004.

4.4.3 The contractor shall maintain spare components inventories for each site. Any requirement for the purchase of components shall be reviewed and authorized by Government personnel. This report shall be provided in accordance with CDRL A005.

4.5 Task 5: Equipment Feasibility Studies/Development/Design

4.5.1 The contractor shall assess and evaluate the feasibility of implementing a new repair, test, fabrication, and assembly capability at the Towed Array Facilities (TAFs), foreign facilities, acoustic measurement sites and/or development sites. This shall include, but not be limited to, the application of flexible and varied manufacturing techniques, methodologies, hardware applications, facility modifications, fabrication and assembly techniques.

4.5.2 The Contractor shall design and develop specialized prototype test equipment in support of the acoustic test facilities, as well as the depot facilities for the US Navy and Foreign Navy acoustic transduction requirements. This task requires the contractor to provide and to assemble, electrical and mechanical components in a manner which will result in equipment configurations that fully comply with the requirements contained in the Government provided equipment standards and specifications.

4.5.2.1 Deliverables: The contractor shall deliver the following:

1. One set of hardware.
2. Sketches in accordance with CDRL A006.
3. A technical manual in accordance with CDRL A007.
4. A Monthly Progress Report which details the satisfactory completion of operability tests conducted. This report shall be provided in the Monthly Progress Report, in accordance with eCRAFT.

4.5.3 The contractor shall assess the capabilities and background knowledge of contractor plant equipment operators at the Government (US and foreign) installations to determine their ability to operate the specialized test gear, whether newly designed or existing. The contractor shall provide training recommendations to ensure that operators become proficient with these specialized equipments and gain in-depth knowledge of acoustic test parameters so that test results are accurately reported.

4.5.4 The contractor shall develop lesson plans and training guides for the specialized equipment when authorized by the Government. The contractor shall arrange and conduct specialized training at the appropriate site. The quantity of training courses will be three to five one-week training courses per site as required.

4.5.4.1 Deliverable: The contractor shall provide training plans in accordance with CDRL A008.

4.6 Task 6: Design/ Fabrication/Installation of Specialized Equipment

4.6.1 The contractor shall assess the Plant Equipment conditions at the depots, the acoustic test facilities and development sites and provide recommendations for equipment modifications, enhancements, or jigs/tools/fixtures which are required to satisfy the testing requirements, or which will result in more efficient transducer testing techniques.

4.6.1.1 Deliverables: The contractor shall provide specific recommendations with supporting rationale in accordance with CDRL A001. Engineering drawings shall be provided in accordance with CDRL A006.

4.6.2 The contractor shall develop and fabricate tools, jigs, and fixtures to enhance the maintenance and operation of related equipment/test systems. These equipments shall be fabricated in accordance with Government approved design sketches, CDRL A006.

4.7 Task 7: Acoustic Test Site/Equipment Operational Assessments

The contractor shall assess the operation of prototype transducers and hydrophones, newly developed measurement criteria or techniques, test system operations, daily operation criteria, and towed array repair and restoration facility operations. These assessments shall address all modes of systems operations.

4.7.1 Deliverable: The contractor shall provide a Technical Report outlining the data obtained during conduct of these assessments in accordance with CDRL A001.

4.7.2 The contractor shall assess the facilities and personnel capabilities and shall recommend methods of improving the facilities and techniques to adequately meet future NAVY designated requirements. This assessment shall address all aspects of the operations at the depots and acoustic sites and shall include identification of equipment requirements and modifications, repairs, restorations and test specifications and procedure upgrades and developments.

4.8 Task 8: Technical Documentation

4.8.1 The contractor shall provide engineering drawings, operation and maintenance manuals, and Technical Repair Standards (TRSs) for specialized facility repair, restoration, and test equipment in accordance with CDRLs A006 and A007. (Specific equipment and specific documentation type will be identified as Government Furnished Information). The engineering drawings shall depict installation requirements for new specialized plant equipment installations and for the modification of existing plant equipment installations. The Government will identify Specific equipment and technical installation details.

4.8.2 The contractor shall assess the effects of Government proposed new equipment installations or hardware and software modifications to existing repair, restoration, and test equipment on all related documentation, including internal documents as well as overriding NUWC Instructions and other governing applicable documents/instructions/ guidelines. The assessment shall include an evaluation of any changes required in acoustic performance test specifications and techniques, modifications to repair procedure techniques and documentation, and identification of methodology and required changes to be made to the documentation.

4.9 Task 9: Administration Services

4.9.1 The contractor shall provide administration services for each test site: coordinate visitor and security control with appropriate Government personnel; maintain facility documentation records in accordance with ISO 9001 standards; regulate visitor control procedures/requirements; provide receptionist duties for sites; assist in developing required official Government documents and act as focal point for all personnel communication requirements.

4.9.2 The contractor shall establish and maintain an accurate accounting process for each test site that tracks all revenue versus expenditures. The contractor shall record all expenditures incurred by each site customer and provide details to the Government to facilitate final billing.

4.9.2.1 Deliverable: The contractor shall provide monthly expenditure reports in accordance with eCRAFT.

4.9.3 The contractor shall provide follow-up services by conducting surveys of site customers per Government guidance to obtain customer satisfaction qualifications, strengths, deficiencies, etc.

4.10 Task 10: Annual Certifications

The contractor shall ensure that all test site and depot facility personnel have been trained and employee certifications are kept current so as to ensure that no work site disruption occurs. The contractor shall maintain all current qualifications required by the Navy Crane Center P-307 Weight Handling Equipment Manual for the appropriate labor categories.

The contractor shall provide all their personnel with the appropriate equipment protection (i.e. respirators, safety shoes, safety helmets, safety eyewear, uniforms, foul weather gear, hearing protection as required). All contractor personnel, excluding administrative services personnel, shall take and pass an annual Department of Transportation physical exam. The contractor shall promptly notify NUWC of any negative results.

Deliverable:

The contractor shall provide proof of annual certifications for Crane Operator/Rigger, Technician Mechanical II, and Technician Electrical/Electronics II labor categories in accordance with CDRL A009.

5.0 Progress Reports

The contractor shall provide monthly progress reports of all actions performed over the previous month in accordance with eCRAFT. The report shall identify all technical and financial progress.

6.0 Government Furnished Equipment

See Attached GFP Report.

7.0 Place of Performance

Dodge Pond Acoustic Measurement Facility-Niantic,CT, Seneca Lake Sonar Test Facility-Dresden,NY, and NUWC DIVNPT.

8.0 Period of Performance

Five years from the date of award.

9.0 Level Of Security

Unclassified

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
MANAGER, PROGRAM/PROJECT II		MANP2	X	

Education and General Professional Experience:

Bachelor's level degree in any technical or managerial discipline with ten (10) years professional experience in program/project management.

A Masters degree in the above discipline may be substituted for 5 years of professional experience.

An Associates Degree in the above discipline and an additional 15 years of professional experience will satisfy the education requirements.

Specialized Experience:

A total of 10 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Project planning & controls related to the design, development, installation and/or test phases of sonar measurements, towed array capabilities/ measurement system designs/ repair applications
- Applications of project planning methods and WBS's
- Development of logistics support approaches
- Development of program plans and milestones
- Implementations of controls to implement Governmental established program controls

The professional and specialized experience requirements above must have been acquired cumulatively.

OFFEROR is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS:

9,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, DESIGN II		ED2	X	

Education and General Professional Experience:

Bachelor's level degree in an Engineering discipline or Industrial Design with three (3) years professional experience in mechanical, structural or electrical/electronic design.

An Associates Degree in the above discipline and an additional 5 years of professional experience will satisfy the education requirements.

Specialized Experience:

A total of 5 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Planning and leading technical design/drafting efforts associated in: electrical, mechanical. Electro/mechanical, and/or hydraulic systems
- CAD design capability
- Project planning
- Design specific applications on acoustic interface systems/fixtures

The professional and specialized experience requirements above must have been acquired cumulatively.

Expected Capabilities:

Must be capable of working in harsh weather environments, (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. excess of 50 pounds), and in the water.

OFFEROR is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS: 5,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, SYSTEMS II		ESY2	X	
<u>Education and General Professional Experience:</u> Bachelor's level degree in an Engineering discipline with seven (7) years of professional experience in systems engineering. <u>Specialized Experience:</u> A total of 7 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area): a. Design, development and operations of electronic, electrical, mechanical, electro-mechanical and hydraulic/pneumatic systems The professional and specialized experience requirements above must have been acquired cumulatively. <u>Expected Capabilities:</u> Must be capable of working in harsh weather environments, (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. excess of 50 pounds), and in the water.				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		

5 YEAR TOTAL MAN-HOURS:

9,000

Requisition No. N66604-2343-41DP

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, ELECTRICAL/ELECTRONICS II		EE2	X	

Must be capable of working in harsh weather environments, (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. excess of 50 pounds), and in the water.

[illegible]

18,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
CRANE OPERATOR/RIGGER	23850	23850	X	

Education and General Professional Experience:

High school/vocational school diploma or GED certificate with two (2) year general experience aboard ships

Persons in this category must hold Category 1 and Category 3 Qualifications in accordance with the requirements in the Navy Crane Center P-307 Weight Handling Equipment Manual.

Expected Capabilities:

Performs a variety of duties concerned with the operation and upkeep of shipboard deck department areas and equipment. May rig and operate hydraulic mobile cranes and other specialty cranes and winches; handle and stow oceanographic explosives; and stage and stow beach support equipment. In addition, when assigned to watch duty, performs a variety of duties, including looking for obstructions in path of vessel, steering vessel, serving on security patrol, and standing gangway watch. Scales, buffs, and paints decks and superstructure; sweeps and washes deck; splices wire and rope; breaks out, rigs, overhauls, and stows cargo-handling gear, stationary rigging, and running gear; secures cargo; launches and recovers boats. Must be capable of working in harsh weather environments, (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. excess of 50 pounds), and in the water.

Offeror is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS:

18,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ELECTRICAL/ELECTRONICS II	29082	2908B		X
<p><u>Education and General Professional Experience:</u></p> <p>High school/vocational school diploma or GED certificate with one (1) year work related experience in electrical/electronic systems.</p> <p><u>Specialized Experience:</u></p> <p>A total of 3 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <p>a. Design, development and operation of one or more of the following type systems: mechanical, electro-mechanical, electrical or hydraulic</p> <p>b. Rigging capability</p> <p>The professional and specialized experience requirements above must have been acquired cumulatively.</p> <p><u>Expected Capabilities:</u> Performs standardized or prescribed assignments, involving a sequence of related operations. Follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments; technical adequacy of routine work is reviewed on completion; non routine work may also be reviewed in process. Performs at this level one or a combination of such typical duties as:</p> <p>Following specific instructions, assembles or constructs simple or standard equipment or parts; may service or repair simple instruments or equipment.</p> <p>Conducts a variety of tests using established methods. Prepares test specimens, adjusts and operates equipment, and records test data, pointing out deviations resulting from equipment malfunction or observational errors.</p> <p>Extracts engineering data from various prescribed but non standardized sources; processes the data following well-defined methods including elementary algebra and geometry; presents the data in prescribed form.</p> <p>Must be capable of working in harsh weather environments, (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. excess of 50 pounds), and in the water.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		

5 YEAR TOTAL MAN-HOURS: 36,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, MECHANICAL II	29082	2908H		X

Education and General Professional Experience:

High School/Vocation School diploma or GED Certificate with one (1) year work-related experience in mechanical design, fabrication, assembly or testing.

The following Certifications are required: 1) Rigging 2) Respirator 3) CPR

Specialized Experience:

A total of 3 years of cumulative specialized experience in at least al; of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Design, development and operation of one or more of the following type systems: mechanical, electro-mechanical, or hydraulic
- b. Rigging capability

The professional and specialized experience requirements above must have been acquired cumulatively.

Expected Capabilities:

Develops and tests machinery and equipment. Reviews project instructions/blueprints to ascertain test specifications, procedures, objectives, equipment, nature of technical problems, and possible solutions. Devises, fabricates and assembles new or modified mechanical components or assemblies for products. Sets up and conducts tests of complete units and components under operational conditions. Analyzes indicated and calculated test results in relation to design or rated specifications and test objectives, and modifies or adjusts equipment to meet specifications and tests objectives, and modifies or adjusts equipment to meet specifications. Records test procedures, results, data and recommendations for changes. Must be capable of working in harsh weather environments (i.e. temperatures may go below the freezing mark or there are high winds), capable of heavy lift requirements (i.e. in excess of 50 pounds), and in the water.

OFFEROR is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS:

36,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SPECIALIST, CONFIGURATION MGMT II		SCM2		X

Education and General Professional Experience:

Bachelor's level degree in any field with seven (7) years of professional experience in configuration management.

An associates degree in the above discipline and an additional 5 years of professional experience will satisfy the education requirements.

Specialized Experience:

A total of 7 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Compilation and analysis of data related to program schedules, management reports and other program data
- b. Development and preparation of Integrated Logistics support (ILS), CM and documentation related to Navy towed line array systems
- c. Extensive understanding of EBIS financial system.
- d. Project planning including WBS structure analysis

The professional and specialized experience requirements above must have been hquired cumulatively.

OFFEROR is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS:

27,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
WORD PROCESSOR I	01611	01611		X

Education and General Professional Experience:
High School/Vocational School diploma or GED Certificate with one (1) year of work-related experience.

Specialized Experience:
A total of 1 year of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Compiling miscellaneous office data, maintain office files/records
- Operating miscellaneous office equipment
- Proficient with computer programs: Word, Excel, Powerpoint
- Receptionist duties include answering phone, taking messages, transferring calls, providing constructive service/support to caller as required

The professional and specialized experience requirements above must have been acquired cumulatively.

Expected capabilities:
Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as:

Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations.

Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical or scientific terminology.

Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.

OFFEROR is to complete information below:

Name	Hours	Company and Location

5 YEAR TOTAL MAN-HOURS:

15,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-2343-41DP

Solicitation No. N66604-03-R-1939

Title and Level	SCA Category	eCraft Code	Key	Non-Key
CLERK, GENERAL I	01115	01115		X
<u>Education and General Professional Experience:</u> High school/vocational school diploma or GED certificate <u>Expected Capabilities:</u> Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing documents in a chronological file or operating office equipment, e.g. photocopy machine, computer, fax machine. Answers and transfers telephone calls. Provides guidance to caller. Obtains concise and accurate message from caller and ensures message is received by recipient. Maintains accurate log of visitors, deliveries etc. Maintains accurate time logs, timesheets etc.				
Offeror is to complete information below:				
Name	Hours	Company and Location		

5 YEAR TOTAL MAN-HOURS:

9,000

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD) 030911
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)
X	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)
	N666042343-41DP				
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD.					
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT THE CONTRACTOR SHALL PROVIDE ENGINEERING, ANALYTIC AND ADMINISTRATIVE SUPPORT SERVICES TO NUWC AND OTHER DESIGNATED FIELD SITES TO ENSURE THAT ALL FACILITY OPERATIONS ARE MAINTAINED IN A MANNER THAT ENSURES EFFECTIVE ASW READINESS TO THE FLEET.					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA			X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION	X			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION			X	l. OTHER <i>(Specify)</i>	X
k. OTHER <i>(Specify)</i>			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST. DOCUMENTS SHALL BE RETURNED, DESTROYED, OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5, SECTION 7, DATED JANUARY 1995 AFTER EXPIRATION OF PERIOD OF RETENTION. OPNAVINST S5513.3C, ENCL. (82.1) - SURFACE SHIP ANTI-SUBMARINE WARFARE (ASW) AND UNDERWATER ACOUSTICS EQUIPMENT (LESS WEAPONS, TORPEDO DEFENSE & FIRE CONTROL EQUIPMENT) TO INCLUDE THE AN/ARR-75, AN/SKR-4, AN/SQQ-23 (SERIES), AN/SQR-15, AN/SQR-18 (SERIES), AN/SQS-26 (SERIES), AN/SQS-35, AN/SQS-38, AN/SQS-53A, AN/SQS-56, AN/UQN-1 (SERIES), AN/UQN-4 (DERIES), AN/WQC-2 (SERIES) AND AN/WQC-6. OPNAVINST S5513.3B, ENCL. (88.1) - AN/SQQ-89(V), INCLUDING AN/SQR-19(V), AN/UYQ-25A(V), AN/SQQ-28(V), AN/SQS-53B(V), AN/SQS-53C(V), AN/SQS-89(VO-T(V)), MK116 MOD 5 THROUGH XX.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

01 OCTOBER 2008

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

MARK HAMMOND, CODE 7011, (401) 832-1185

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

☒ YES

☐ NO

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SEE PAGE (3) FOR TEMPEST REQUIREMENTS.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ YES

☒ NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

KIM HOLDER

b. TITLE

Contracting Officer

c. TELEPHONE (Include Area Code)

401-832-1931

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE

Kim Holder

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

OPNAVINST S5513.5B, ENCL. (34.1) - SONAR AND ACOUSTIC WARFARE EXPLORATORY DEVELOPMENT.
OPNAVINST S5513.5B, ENCL. (38.2) - SUBMARINE TECHNOLOGY, NUCLEAR AND CONVENTIONAL. OPNAVINST S5513.5B, ENCL. (63) - SUBMARINE TOWED ARRAY IMPROVEMENT PROGRAM (TAIP). SECNAVINST 5510.34 OF 4 NOV 1993, "MANUAL FOR THE DISCLOSURE OF DEPARTMENT OF THE NAVY MILITARY INFORMATION TO FOREIGN GOVERNMENTS AND INTERNATIONAL ORGANIZATIONS".

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

FOREIGN GOVERNMENT INFORMATION SHALL BE HANDLED IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 10, SECTION 3.

Contractor TEMPEST Questionnaire

N66604-2343-41DP

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority within 30 days after contract award for all contracts which will be processing National Security Information at the SECRET-Special Category or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and certified TEMPEST Technical Authority Listed below:

SPAWAR Systems Center Charleston, Code 723AF, P.O. Box 190022
North Charleston, SC 29419-9022

(1) What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?

(2) What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?

(3) What is the approximate percentage of processing time for TOP SECRET and special category information compared to the total processing time?

(4) Provide the specific location, address and zip code, where the classified processing will be performed.

(5) Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt. etc)

(6) Provide the name, address position title and phone number at the facility where classified processing will occur and a point of contact who is knowledgeable of the processing requirements, the types of equipment to be used and the physical layout of the facility.

(7) Perishability of Information Processed - Identify the information being processed is of long term (e.g. strategic) or short term value (e.g. tactical).

(8) Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc); badging: control over access to the facility; alarms; including char force, vending personnel, and telephone/power maintainers/installer. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system, under review.

(9) TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning test.

(b) Is this company foreign owned or controlled? If so, what is the country?

(c) Provide contact number and identify sponsoring command.

Additional information:

Prime contractors cannot pass TEMPEST requirements to subcontractors. Sub-contractors must submit a Contractor TEMPEST Countermeasure Review prior to processing, Interim processing for TOP SECRET non Special Category and below is allowed once the contractor's TEMPEST countermeasure review is received, Countermeasure reviews for awarded contracts should be mailed return receipt requested to:

SPAWAR Systems Center Charleston, Code 723AF, P.O. Box 190022,
North Charleston, SC 29419-9022

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 94-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.

2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.

4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

Procurement Request Number: N66604-2343-41DP

GOVERNMENT PROPERTY MADE AVAILABLE

1. The following are located at NUWCDIVNPT or other government sites as may noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- a. LABORATORY FACILITIES
- b. LABORATORY EQUIPMENT
- c. OFFICE FACILITIES - Access to offices in Seneca Lake and Dodge Pond
- d. OFFICE EQUIPMENT - 6 desks, 6 chairs, 6 phones
- e. COMPUTER FACILITIES
- f. COMPUTER EQUIPMENT
- g. SOFTWARE
- h. OTHER

2. The following GFE will be provided for contractor possession (use, not title):

<u>Plant Account</u> No.	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq Cost (EA)</u>	<u>Time</u>
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3. The following government furnished material will be provided for incorporation into end products:

<u>Plant Account</u> No.	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq Cost (EA)</u>	<u>Time</u>
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WAGE DETERMINATION NO: 94-2381 REV (25) AREA: NY, ROCHESTERWAGE DETERMINATION NO: **94-2381** REV (25) AREA: NY, ROCHESTER

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2381

Revision No.: 25

Date Of Last Revision: 06/11/2003

State: New York

Area: New York Counties of Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler,
Seneca, Steuben, Wayne, Yates

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	11.56
01013 - Accounting Clerk III	14.03
01014 - Accounting Clerk IV	17.56
01030 - Court Reporter	14.87
01050 - Dispatcher, Motor Vehicle	14.31
01060 - Document Preparation Clerk	13.15
01070 - Messenger (Courier)	11.27
01090 - Duplicating Machine Operator	13.96
01110 - Film/Tape Librarian	12.36
01115 - General Clerk I	11.62
01116 - General Clerk II	13.05
01117 - General Clerk III	13.38
01118 - General Clerk IV	15.11
01120 - Housing Referral Assistant	17.72
01131 - Key Entry Operator I	10.93
01132 - Key Entry Operator II	12.34
01191 - Order Clerk I	9.99
01192 - Order Clerk II	16.05
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	14.22
01263 - Personnel Assistant (Employment) III	16.17
01264 - Personnel Assistant (Employment) IV	18.02
01270 - Production Control Clerk	17.30
01290 - Rental Clerk	11.24
01300 - Scheduler, Maintenance	12.89
01311 - Secretary I	12.89
01312 - Secretary II	14.87
01313 - Secretary III	17.72
01314 - Secretary IV	19.60
01315 - Secretary V	22.61
01320 - Service Order Dispatcher	11.90
01341 - Stenographer I	12.21
01342 - Stenographer II	14.64
01400 - Supply Technician	19.60
01420 - Survey Worker (Interviewer)	13.84
01460 - Switchboard Operator-Receptionist	10.40
01510 - Test Examiner	14.87
01520 - Test Proctor	14.87
01531 - Travel Clerk I	10.46
01532 - Travel Clerk II	11.06

01533 - Travel Clerk III	11.67
01611 - Word Processor I	11.85
01612 - Word Processor II	12.91
01613 - Word Processor III	14.45
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.01
03041 - Computer Operator I	12.66
03042 - Computer Operator II	14.45
03043 - Computer Operator III	16.69
03044 - Computer Operator IV	20.53
03045 - Computer Operator V	22.51
03071 - Computer Programmer I (1)	16.41
03072 - Computer Programmer II (1)	20.33
03073 - Computer Programmer III (1)	23.11
03074 - Computer Programmer IV (1)	26.58
03101 - Computer Systems Analyst I (1)	23.84
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.66
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	17.10
05040 - Automotive Worker	17.10
05070 - Electrician, Automotive	17.88
05100 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.63
05250 - Motor Vehicle Upholstery Worker	16.28
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	14.97
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.59
07010 - Baker	13.25
07041 - Cook I	11.39
07042 - Cook II	13.25
07070 - Dishwasher	9.59
07130 - Meat Cutter	13.25
07250 - Waiter/Waitress	10.18
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.88
09040 - Furniture Handler	12.94
09070 - Furniture Refinisher	17.88
09100 - Furniture Refinisher Helper	14.63
09110 - Furniture Repairer, Minor	16.28
09130 - Upholsterer	17.88
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	9.60
11090 - Gardener	12.04
11121 - House Keeping Aid I	8.99
11122 - House Keeping Aid II	9.60
11150 - Janitor	9.60
11210 - Laborer, Grounds Maintenance	10.18
11240 - Maid or Houseman	8.99
11270 - Pest Controller	12.63
11300 - Refuse Collector	9.59

11330 - Tractor Operator	11.62
11360 - Window Cleaner	10.19
12000 - Health Occupations	
12020 - Dental Assistant	12.98
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.56
12071 - Licensed Practical Nurse I	11.02
12072 - Licensed Practical Nurse II	12.36
12073 - Licensed Practical Nurse III	13.83
12100 - Medical Assistant	11.86
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.67
12222 - Nursing Assistant II	9.74
12223 - Nursing Assistant III	10.63
12224 - Nursing Assistant IV	11.93
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	17.13
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.37
12315 - Registered Nurse III, Anesthetist	25.37
12316 - Registered Nurse IV	30.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.01
13011 - Exhibits Specialist I	17.94
13012 - Exhibits Specialist II	22.08
13013 - Exhibits Specialist III	24.12
13041 - Illustrator I	17.94
13042 - Illustrator II	22.08
13043 - Illustrator III	24.12
13047 - Librarian	24.10
13050 - Library Technician	15.07
13071 - Photographer I	13.12
13072 - Photographer II	15.86
13073 - Photographer III	19.52
13074 - Photographer IV	21.32
13075 - Photographer V	22.85
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.35
15030 - Counter Attendant	7.35
15040 - Dry Cleaner	8.13
15070 - Finisher, Flatwork, Machine	7.35
15090 - Presser, Hand	7.35
15100 - Presser, Machine, Drycleaning	7.35
15130 - Presser, Machine, Shirts	7.35
15160 - Presser, Machine, Wearing Apparel, Laundry	7.35
15190 - Sewing Machine Operator	9.02
15220 - Tailor	9.91
15250 - Washer, Machine	7.10
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.88
19040 - Tool and Die Maker	22.18
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.04
21020 - Material Coordinator	19.75
21030 - Material Expediter	19.75
21040 - Material Handling Laborer	11.30
21050 - Order Filler	12.09
21071 - Forklift Operator	15.20

21080 - Production Line Worker (Food Processing)	15.53
21100 - Shipping/Receiving Clerk	10.56
21130 - Shipping Packer	10.39
21140 - Store Worker I	10.13
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.71
21210 - Tools and Parts Attendant	15.53
21400 - Warehouse Specialist	15.53
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.39
23040 - Aircraft Mechanic Helper	14.73
23050 - Aircraft Quality Control Inspector	22.08
23060 - Aircraft Servicer	16.59
23070 - Aircraft Worker	17.52
23100 - Appliance Mechanic	17.88
23120 - Bicycle Repairer	14.97
23125 - Cable Splicer	23.67
23130 - Carpenter, Maintenance	17.88
23140 - Carpet Layer	17.10
23160 - Electrician, Maintenance	22.82
23181 - Electronics Technician, Maintenance I	20.74
23182 - Electronics Technician, Maintenance II	21.67
23183 - Electronics Technician, Maintenance III	22.66
23260 - Fabric Worker	16.28
23290 - Fire Alarm System Mechanic	19.39
23310 - Fire Extinguisher Repairer	15.66
23340 - Fuel Distribution System Mechanic	20.58
23370 - General Maintenance Worker	17.10
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	18.71
23440 - Heavy Equipment Operator	18.06
23460 - Instrument Mechanic	19.39
23470 - Laborer	11.54
23500 - Locksmith	17.88
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	14.63
23640 - Millwright	19.39
23700 - Office Appliance Repairer	18.45
23740 - Painter, Aircraft	17.88
23760 - Painter, Maintenance	17.88
23790 - Pipefitter, Maintenance	23.53
23800 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	19.39
23850 - Rigger	19.39
23870 - Scale Mechanic	17.52
23890 - Sheet-Metal Worker, Maintenance	18.71
23910 - Small Engine Mechanic	17.10
23930 - Telecommunication Mechanic I	21.66
23931 - Telecommunication Mechanic II	22.58
23950 - Telephone Lineman	21.52
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	19.39
23970 - Woodcraft Worker	19.39
23980 - Woodworker	15.49
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.03
24580 - Child Care Center Clerk	12.51
24600 - Chore Aid	8.99
24630 - Homemaker	13.91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.21

25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	20.21
25190 - Ventilation Equipment Tender	14.73
25210 - Water Treatment Plant Operator	17.28
27000 - Protective Service Occupations	
(not set) - Police Officer	20.68
27004 - Alarm Monitor	14.62
27006 - Corrections Officer	18.49
27010 - Court Security Officer	18.83
27040 - Detention Officer	18.49
27070 - Firefighter	17.69
27101 - Guard I	13.30
27102 - Guard II	17.01
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.16
28020 - Hatch Tender	18.16
28030 - Line Handler	18.16
28040 - Stevedore I	17.23
28050 - Stevedore II	18.94
29000 - Technical Occupations	
21150 - Graphic Artist	20.16
29010 - Air Traffic Control Specialist, Center (2)	28.21
29011 - Air Traffic Control Specialist, Station (2)	19.46
29012 - Air Traffic Control Specialist, Terminal (2)	21.43
29023 - Archeological Technician I	17.48
29024 - Archeological Technician II	19.67
29025 - Archeological Technician III	24.29
29030 - Cartographic Technician	24.79
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.84
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	14.52
29062 - Drafter II	16.32
29063 - Drafter III	19.73
29064 - Drafter IV	24.29
29081 - Engineering Technician I	14.67
29082 - Engineering Technician II	16.50
29083 - Engineering Technician III	19.93
29084 - Engineering Technician IV	23.73
29085 - Engineering Technician V	26.33
29086 - Engineering Technician VI	28.24
29090 - Environmental Technician	18.48
29100 - Flight Simulator/Instructor (Pilot)	25.82
29160 - Instructor	21.41
29210 - Laboratory Technician	17.27
29240 - Mathematical Technician	23.49
29361 - Paralegal/Legal Assistant I	16.13
29362 - Paralegal/Legal Assistant II	19.89
29363 - Paralegal/Legal Assistant III	24.32
29364 - Paralegal/Legal Assistant IV	29.44
29390 - Photooptics Technician	18.87
29480 - Technical Writer	22.71
29491 - Unexploded Ordnance (UXO) Technician I	17.93
29492 - Unexploded Ordnance (UXO) Technician II	21.70
29493 - Unexploded Ordnance (UXO) Technician III	26.01
29494 - Unexploded (UXO) Safety Escort	17.93
29495 - Unexploded (UXO) Sweep Personnel	17.93
29620 - Weather Observer, Senior (3)	20.89
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.81
29622 - Weather Observer, Upper Air (3)	18.81
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.50

31260 - Parking and Lot Attendant	8.63
31290 - Shuttle Bus Driver	12.18
31300 - Taxi Driver	10.45
31361 - Truckdriver, Light Truck	12.18
31362 - Truckdriver, Medium Truck	17.05
31363 - Truckdriver, Heavy Truck	17.46
31364 - Truckdriver, Tractor-Trailer	17.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.80
99030 - Cashier	8.19
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.04
99043 - Carnival Worker	9.59
99050 - Desk Clerk	10.03
99095 - Embalmer	17.93
99300 - Lifeguard	9.42
99310 - Mortician	18.23
99350 - Park Attendant (Aide)	11.84
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.10
99500 - Recreation Specialist	13.91
99510 - Recycling Worker	12.53
99610 - Sales Clerk	8.94
99620 - School Crossing Guard (Crosswalk Attendant)	9.59
99630 - Sport Official	9.42
99658 - Survey Party Chief (Chief of Party)	21.46
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.45
99660 - Surveying Aide	13.44
99690 - Swimming Pool Operator	13.25
99720 - Vending Machine Attendant	10.23
99730 - Vending Machine Repairer	13.09
99740 - Vending Machine Repairer Helper	10.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 - 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
 - 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
- HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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WAGE DETERMINATION NO: 94-2087 REV (23) AREA: CT,HARTFORDWAGE DETERMINATION NO: **94-2087** REV (23) AREA: CT,HARTFORD

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2087
Director	Wage Determinations	Revision No.: 23
		Date Of Last Revision: 08/19/2003

Applicable in the state of Connecticut in the Hartford Standard Metropolitan Statistical Area as follows:

HARTFORD COUNTY - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford City, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town

LITCHFIELD COUNTY - New Hartford Town

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND COUNTY - Andover City, Bolton Coty, Columbia Town, Coventry City, Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City, Willington Town

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.79
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	15.25
01014 - Accounting Clerk IV	18.48
01030 - Court Reporter	14.10
01050 - Dispatcher, Motor Vehicle	11.20
01060 - Document Preparation Clerk	14.41
01070 - Messenger (Courier)	11.12
01090 - Duplicating Machine Operator	14.41
01110 - Film/Tape Librarian	12.81
01115 - General Clerk I	11.73
01116 - General Clerk II	13.16
01117 - General Clerk III	16.04
01118 - General Clerk IV	17.84
01120 - Housing Referral Assistant	19.80
01131 - Key Entry Operator I	12.63
01132 - Key Entry Operator II	17.16
01191 - Order Clerk I	12.30
01192 - Order Clerk II	13.68
01261 - Personnel Assistant (Employment) I	12.51
01262 - Personnel Assistant (Employment) II	14.06
01263 - Personnel Assistant (Employment) III	17.06
01264 - Personnel Assistant (Employment) IV	19.83
01270 - Production Control Clerk	18.32
01290 - Rental Clerk	12.78
01300 - Scheduler, Maintenance	14.52
01311 - Secretary I	14.52
01312 - Secretary II	16.80
01313 - Secretary III	19.12
01314 - Secretary IV	21.51
01315 - Secretary V	24.85

01320 - Service Order Dispatcher	14.83
01341 - Stenographer I	13.46
01342 - Stenographer II	15.11
01400 - Supply Technician	19.10
01420 - Survey Worker (Interviewer)	15.55
01460 - Switchboard Operator-Receptionist	11.02
01510 - Test Examiner	17.40
01520 - Test Proctor	17.40
01531 - Travel Clerk I	11.24
01532 - Travel Clerk II	12.25
01533 - Travel Clerk III	13.33
01611 - Word Processor I	13.31
01612 - Word Processor II	15.54
01613 - Word Processor III	16.96
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.61
03041 - Computer Operator I	13.61
03042 - Computer Operator II	16.19
03043 - Computer Operator III	20.39
03044 - Computer Operator IV	22.85
03045 - Computer Operator V	25.36
03071 - Computer Programmer I (1)	18.14
03072 - Computer Programmer II (1)	22.40
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.37
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.61
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.36
05010 - Automotive Glass Installer	19.45
05040 - Automotive Worker	17.68
05070 - Electrician, Automotive	18.43
05100 - Mobile Equipment Servicer	16.23
05130 - Motor Equipment Metal Mechanic	19.19
05160 - Motor Equipment Metal Worker	17.68
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	16.97
05280 - Motor Vehicle Wrecker	17.68
05310 - Painter, Automotive	18.50
05340 - Radiator Repair Specialist	17.68
05370 - Tire Repairer	15.68
05400 - Transmission Repair Specialist	19.19
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.94
07010 - Baker	12.99
07041 - Cook I	12.09
07042 - Cook II	13.17
07070 - Dishwasher	9.94
07130 - Meat Cutter	17.25
07250 - Waiter/Waitress	10.21
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.43
09040 - Furniture Handler	13.89
09070 - Furniture Refinisher	18.43
09100 - Furniture Refinisher Helper	15.47
09110 - Furniture Repairer, Minor	16.97
09130 - Upholsterer	18.43
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	11.13
11090 - Gardener	14.40
11121 - House Keeping Aid I	10.74
11122 - House Keeping Aid II	11.02
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	12.34
11240 - Maid or Houseman	10.74
11270 - Pest Controller	13.72
11300 - Refuse Collector	11.64
11330 - Tractor Operator	13.73
11360 - Window Cleaner	11.81
12000 - Health Occupations	
12020 - Dental Assistant	14.52
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.52
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	13.60
12130 - Medical Laboratory Technician	13.61
12160 - Medical Record Clerk	12.87
12190 - Medical Record Technician	15.32
12221 - Nursing Assistant I	9.16
12222 - Nursing Assistant II	10.29
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	12.59
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.59
12311 - Registered Nurse I	17.95
12312 - Registered Nurse II	21.97
12313 - Registered Nurse II, Specialist	21.97
12314 - Registered Nurse III	26.58
12315 - Registered Nurse III, Anesthetist	26.58
12316 - Registered Nurse IV	31.83
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.68
13011 - Exhibits Specialist I	16.62
13012 - Exhibits Specialist II	20.68
13013 - Exhibits Specialist III	22.10
13041 - Illustrator I	15.71
13042 - Illustrator II	19.55
13043 - Illustrator III	21.18
13047 - Librarian	24.49
13050 - Library Technician	14.64
13071 - Photographer I	14.87
13072 - Photographer II	18.49
13073 - Photographer III	21.27
13074 - Photographer IV	25.96
13075 - Photographer V	31.48
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.80
15030 - Counter Attendant	7.80
15040 - Dry Cleaner	9.86
15070 - Finisher, Flatwork, Machine	7.80
15090 - Presser, Hand	7.80
15100 - Presser, Machine, Drycleaning	8.58
15130 - Presser, Machine, Shirts	7.80
15160 - Presser, Machine, Wearing Apparel, Laundry	7.80
15190 - Sewing Machine Operator	10.38
15220 - Tailor	12.52
15250 - Washer, Machine	8.40

19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.43
19040 - Tool and Die Maker	21.43
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.85
21020 - Material Coordinator	19.52
21030 - Material Expediter	19.52
21040 - Material Handling Laborer	13.94
21050 - Order Filler	12.93
21071 - Forklift Operator	15.47
21080 - Production Line Worker (Food Processing)	15.47
21100 - Shipping/Receiving Clerk	14.63
21130 - Shipping Packer	14.89
21140 - Store Worker I	10.47
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.14
21210 - Tools and Parts Attendant	15.47
21400 - Warehouse Specialist	15.47
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.52
23040 - Aircraft Mechanic Helper	17.35
23050 - Aircraft Quality Control Inspector	22.30
23060 - Aircraft Servicer	19.03
23070 - Aircraft Worker	19.83
23100 - Appliance Mechanic	18.43
23120 - Bicycle Repairer	15.68
23125 - Cable Splicer	24.28
23130 - Carpenter, Maintenance	19.15
23140 - Carpet Layer	17.83
23160 - Electrician, Maintenance	21.64
23181 - Electronics Technician, Maintenance I	20.33
23182 - Electronics Technician, Maintenance II	21.19
23183 - Electronics Technician, Maintenance III	22.07
23260 - Fabric Worker	17.75
23290 - Fire Alarm System Mechanic	20.08
23310 - Fire Extinguisher Repairer	16.97
23340 - Fuel Distribution System Mechanic	21.11
23370 - General Maintenance Worker	17.68
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.11
23430 - Heavy Equipment Mechanic	20.60
23440 - Heavy Equipment Operator	21.64
23460 - Instrument Mechanic	20.08
23470 - Laborer	11.65
23500 - Locksmith	19.27
23530 - Machinery Maintenance Mechanic	20.09
23550 - Machinist, Maintenance	19.19
23580 - Maintenance Trades Helper	15.47
23640 - Millwright	22.49
23700 - Office Appliance Repairer	19.27
23740 - Painter, Aircraft	19.91
23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	20.00
23800 - Plumber, Maintenance	18.88
23820 - Pneudraulic Systems Mechanic	20.08
23850 - Rigger	20.08
23870 - Scale Mechanic	18.49
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	17.68
23930 - Telecommunication Mechanic I	19.31
23931 - Telecommunication Mechanic II	20.02
23950 - Telephone Lineman	19.31
23960 - Welder, Combination, Maintenance	19.19

23965 - Well Driller	19.19
23970 - Woodcraft Worker	20.08
23980 - Woodworker	16.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.92
24580 - Child Care Center Clerk	13.91
24600 - Chore Aid	9.59
24630 - Homemaker	16.50
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.48
25040 - Sewage Plant Operator	18.79
25070 - Stationary Engineer	20.48
25190 - Ventilation Equipment Tender	16.17
25210 - Water Treatment Plant Operator	18.79
27000 - Protective Service Occupations	
(not set) - Police Officer	24.25
27004 - Alarm Monitor	12.89
27006 - Corrections Officer	24.00
27010 - Court Security Officer	24.00
27040 - Detention Officer	24.00
27070 - Firefighter	24.28
27101 - Guard I	10.42
27102 - Guard II	14.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.49
28020 - Hatch Tender	18.49
28030 - Line Handler	18.49
28040 - Stevedore I	18.67
28050 - Stevedore II	20.26
29000 - Technical Occupations	
21150 - Graphic Artist	19.33
29010 - Air Traffic Control Specialist, Center (2)	29.94
29011 - Air Traffic Control Specialist, Station (2)	20.65
29012 - Air Traffic Control Specialist, Terminal (2)	22.74
29023 - Archeological Technician I	14.12
29024 - Archeological Technician II	15.80
29025 - Archeological Technician III	19.58
29030 - Cartographic Technician	20.17
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.40
29040 - Civil Engineering Technician	22.05
29061 - Drafter I	10.53
29062 - Drafter II	12.04
29063 - Drafter III	15.74
29064 - Drafter IV	19.58
29081 - Engineering Technician I	11.32
29082 - Engineering Technician II	12.93
29083 - Engineering Technician III	16.90
29084 - Engineering Technician IV	21.03
29085 - Engineering Technician V	24.18
29086 - Engineering Technician VI	27.80
29090 - Environmental Technician	18.73
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.74
29210 - Laboratory Technician	18.21
29240 - Mathematical Technician	19.58
29361 - Paralegal/Legal Assistant I	17.49
29362 - Paralegal/Legal Assistant II	22.55
29363 - Paralegal/Legal Assistant III	27.52
29364 - Paralegal/Legal Assistant IV	33.39
29390 - Photooptics Technician	19.58
29480 - Technical Writer	25.31

29491 - Unexploded Ordnance (UXO) Technician I	19.67
29492 - Unexploded Ordnance (UXO) Technician II	19.67
29493 - Unexploded Ordnance (UXO) Technician III	19.67
29494 - Unexploded (UXO) Safety Escort	23.80
29495 - Unexploded (UXO) Sweep Personnel	28.52
29620 - Weather Observer, Senior (1,3)	17.20
29621 - Weather Observer, Combined Upper Air and Surface Programs (1,3)	19.14
29622 - Weather Observer, Upper Air (1,3)	17.20
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.97
31260 - Parking and Lot Attendant	9.11
31290 - Shuttle Bus Driver	14.43
31300 - Taxi Driver	15.47
31361 - Truckdriver, Light Truck	19.50
31362 - Truckdriver, Medium Truck	13.60
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	19.50
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.75
99030 - Cashier	9.22
99041 - Carnival Equipment Operator	11.36
99042 - Carnival Equipment Repairer	11.92
99043 - Carnival Worker	9.62
99050 - Desk Clerk	11.13
99095 - Embalmer	20.97
99300 - Lifeguard	10.33
99310 - Mortician	22.98
99350 - Park Attendant (Aide)	12.98
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.96
99500 - Recreation Specialist	15.40
99510 - Recycling Worker	13.13
99610 - Sales Clerk	10.76
99620 - School Crossing Guard (Crosswalk Attendant)	12.60
99630 - Sport Official	10.33
99658 - Survey Party Chief (Chief of Party)	14.78
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.44
99660 - Surveying Aide	8.96
99690 - Swimming Pool Operator	14.37
99720 - Vending Machine Attendant	12.56
99730 - Vending Machine Repairer	14.37
99740 - Vending Machine Repairer Helper	12.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

JA8 PERSONNEL DATA FORM

NAME _____
PRESENT EMPLOYER _____ LOCATION _____
LABOR CATEGORY _____ YEARS PERTINENT EXPERIENCE _____
EDUCATION _____
Degree Subject Year School

SECURITY CLEARANCE _____ TRAINING _____

EXPERIENCE ELEMENT: _____
TIME PERIOD: _____ OCCASION: _____
NARRATIVE: _____

EXPERIENCE ELEMENT: _____
TIME PERIOD: _____ OCCASION: _____
NARRATIVE: _____

EXPERIENCE ELEMENT: _____
TIME PERIOD: _____ OCCASION: _____
NARRATIVE: _____

(Continue as necessary.)

JA10 COST SUMMARY SHEETRFP No. N66604-03-R-1939

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers	_____	\$	_____
* Travel and Subsistence	_____	\$	_____
* Other Material	_____	\$	_____
** Relocation	_____	\$	_____
** Telephone	_____	\$	_____
** Leases	_____	\$	_____
** Royalties	_____	\$	_____
** Equipment	_____	\$	_____
** Parking	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY _____ FY _____ FY _____ FY _____		
Material Handling Rates:	_____ % _____ % _____ % _____ %	\$	_____
		Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium)	\$	_____
Overtime Premium	\$	_____
Effective date of Labor rates	_____	
Annual Escalation Rate:	_____ %	

INDIRECT COSTS	FY _____ FY _____ FY _____ FY _____	
*** Fringe Benefits Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Overhead Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Other Indirect Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Gen. & Admin. Rates:	_____ % _____ % _____ % _____ %	\$ _____
Annual Accounting Period begins:	_____	
Other	_____	\$ _____
FCCM Treasury Rate:	_____ %	\$ _____

Cost Total	\$	_____
Fee	\$	_____
CPFF Total	\$	_____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		11. NOTICE NO. MOU
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED	
(STATEMENT OF WORK)	DIRECTORY TITLE AND CODE			
Crane Operator/Rigger	Rigger, 23850	2	\$18.00	
Technician, Electrical/Electronics II	Engineering Technician II, 29082	4	\$15.00	
Technician, Mechanical II	Engineering Technician II, 29082	4	\$15.00	
Word Processor I	Word Processor I, 01611	2	\$12.00	
Clerk, General I	Clerk, General I, 01115	1	\$10.00	

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

AWARD FEE PLAN

1. INTRODUCTION

This plan establishes the procedures for determining the Contractor's Award Fee under this contract.

The Procuring Contracting Officer (PCO) is responsible for properly administering the award fee process.

The Fee Determining Officer (FDO) is responsible for determining the award fee amount. The FDO shall obtain input from the Performance Evaluation Board (PEB) and other sources he/she deems appropriate.

The determination of the amount of award fee earned and payable is a unilateral right of the Government and shall not be subject to the "Disputes" clause.

2. AWARD FEE ORGANIZATION

a. Contracting Officer:

The Contracting Officer is the Fee Determining Official (FDO). The FDO is responsible for determining the amount of award fee to be granted each award fee evaluation period. The Contracting Officer shall maintain the official Award Fee Evaluation File.

b. Performance Evaluation Board (PEB):

(1) The PEB shall consist of the following members and shall contain a minimum of five people:

- (1) Chairperson
- (2) COR (may be Chairperson, as well)
- (3) Contracting Officer Representative
- (4) Recorder
- (5) Two government personnel, at a minimum, familiar with and involved in work performed under the contract.

The membership of the PEB, as selected by the FDO, will be announced at a later date.

(2) The PEB reviews contractor performance evaluation data and makes recommendations to the FDO concerning evaluation scores. The PEB shall obtain the necessary documentation from appropriate government personnel needed to evaluate contractor performance for the rating period. The PEB shall make independent investigations, when necessary. The PEB shall draft and provide evaluation reports to the FDO. The PEB may make recommendations to the FDO on the extent of documentation that should be released to the contractor.

(3) Chairperson: The Chairperson is responsible for obtaining information needed to evaluate the contractor's performance. The Chairperson is responsible for conducting meetings of the PEB, and for properly evaluating and documenting contractor performance during the evaluation period. The Chairperson is also responsible for drafting and submitting the Award Fee Evaluation Report to the FDO. The Award Fee Evaluation Report shall include a brief discussion of the facts considered in arriving at specific conclusions in each performance area evaluated, shall provide the total number of hours worked for the evaluation period and shall document the reasons for any recommendation the PEB makes to the FDO. The Report shall also provide an evaluation score for each area evaluated, a total evaluation score for the contract and the corresponding award fee percentage from the Table of Percentage Award Fee earned for the assigned score.

(4) Recorder: The Recorder will take notes during PEB meetings, draft the Award Fee Evaluation Report and submit it to the Chairperson.

(5) Members of the Board: Members of the Board will assure that due consideration is given to all areas of performance so that the proper and appropriate grade is assigned and subsequently reflected in the award fee determination.

(6) Advisors to FDO: The FDO may designate technical and administrative personnel to observe, examine, review, and report on Contractor performance as he/she requires. Such individuals will not serve as voting members of the PEB.

3. PROCEDURES

a. Each evaluation period will be **three** months in duration and continuing throughout the life of the contract. (The PCO may unilaterally change the duration of the performance periods provided notice is given to the Contractor prior to the affected periods.)

b. Within fourteen (14) working days after the end of each evaluation period, Onsite Evaluators concerned with the Contractor's functions that are under their jurisdiction will prepare and submit to the Chairman of the PEB a performance evaluation report. The report shall include assessment of the Contractor's performance during the evaluation period. The Onsite Evaluators may request assistance of other cognizant individuals such as the COR for assistance in completing the report.

(The only exception to this time frame is when an Onsite Evaluator considers an event to be highly outstanding or highly unsatisfactory. In this instance the Onsite Evaluator shall promptly report the event to the Chairman of the PEB along with supporting information and rationale. The Chairman may then provide this informal interim evaluation to the Contractor (in writing) in an effort to further motivate the Contractor to optimum performance. (The standard monthly COR/Contractor meetings may also reveal problem areas requiring resolution.)

c. The PEB will then meet to evaluate the Contractor's performance based upon the submitted recommendations of the Onsite Evaluators and assign a weighted score reflecting Contractor's performance. Section 4 of this plan sets forth the performance evaluation criteria to be used in arriving at the weighted score.

d. The FDO will immediately issue the preliminary evaluation to the Contractor and afford him five (5) working days in which to submit written comments. (The Contractor shall not contact any Government personnel other than the FDO regarding any quarterly evaluation.)

e. The FDO will review the Contractor's written response, finalize the evaluation report, and within seven (7) working days after receiving the comments from the Contractor, will make a final determination as to the amount of the Award Fee Earned. (See section 5 herein for calculation of "Award Fee Earned".)

f. The FDO shall issue the final evaluation report to the contractor and identify the total Award Fee Earned. The contractor is then authorized to submit its invoice for the Award Fee Earned to the Contracting Officer. If acceptable, the Contracting Officer will forward the invoice to the payment office for payment. Payment of any Award Fee Earned shall not be subject to the withholding provisions of the contract.”.

4. PERFORMANCE EVALUATION CRITERIA

The following performance evaluation factors and percentages will be used in assessing the Contractor's performance and will be used in determining the award fee, if any, earned by the Contractor:

CATEGORY	EVALUATION FACTORS	PERCENTAGES
A	ENGINEERING & TECHNICAL SUPPORT	75%
B	MANAGEMENT	15%
C	COST CONTROL	10%

For each of the above categories, the following criteria under the respective headings of "Below Average", "Average" and "Above Average" will be used to determine the effectiveness of contractor performance during an award fee evaluation period.

CATEGORY A: ENGINEERING AND TECHNICAL SUPPORT: Adequacy, accuracy, timeliness and effectiveness of engineering technical services to include (1) documentation, drawings, and the development of specialized prototypes and systems; (2) contractor's test planning, support of test operations; (3) maintainability and effectiveness of all facility equipment.

Below Average (61-73):

Technical coordination with NUWC Code 7011, facility site management and users, and other contractor personnel is barely satisfactory. Modifications, installations, and the development of engineering systems are frequently unsatisfactory and/or late. Engineering studies and research is inadequately completed resulting in inaccurate or incomplete findings. Established procedures, manuals, policies and engineering standards are frequently not adhered to. The engineering products delivered are frequently inadequate and not responsive to project needs. Although missions may be barely supported, the Contractor depends on the Government to resolve many problems. Installation reports and test-supporting documentation are sometimes insufficient, incorrect or late. At times, the Contractor does not comply with test plan requirements or other directives specifying tasks to be performed during Test & Evaluation operations. The documentation and engineering products delivered by the Contractor are sometimes inaccurate, do not conform to government standards, or are late. The contractor is not always capable of operating equipment provided as GFE. Errors in the development of products often result in rework. The Contractor is often unable to suggest alternative or improved methods of prototype fabrication.

Resources are not always effectively scheduled in order to meet user requirements. Scheduling problems often arise and get out of control before they are noticed. The Contractor is not always capable of responding effectively to new requirements. During test operations the Contractor is sometimes unable to comply with test plan requirements or other directives specifying tasks to be performed. Documentation is often insufficient, incorrect or late.

Project management reports are sometimes inaccurate, not in accordance with specified requirements and are provided late. Updates to reports are oftentimes inaccurate and late.

Average (74-86):

Technical coordination with NUWC Code 7011, facility site management, users, and other contractor personnel is satisfactory. Modifications, installations, and the development of engineering systems are of adequate quality and are typically delivered on time. Engineering studies and research is completed on schedule and results in generally accurate and complete findings. Established procedures, manuals, policies and engineering standards are usually followed. Engineering support products delivered are generally sufficient, are responsive to project needs and are delivered on time. Missions are supported and the Contractor rarely depends on the Government to resolve problems. Installation reports and test-supporting documentation are sufficient, correct and delivered on time. The Contractor usually complies with test plan requirements or other directives specifying tasks to be performed during Test and Evaluation operations. Documentation is typically accurate, conforms to government standards, and is delivered on schedule. Contractor is generally capable of operating equipment provided as GFE. Errors are infrequent.

and rarely result in the rework of products under development. Contractor is usually able to suggest alternative or improved methods of prototype fabrication.

Resources are effectively scheduled in order to meet user requirements. Scheduling problems rarely arise and, when they do, they are dealt with effectively. The Contractor is usually capable of responding effectively to new requirements. Contractor is able to comply with test plan requirements or other directives specifying tasks to be performed during at-sea operations.

Project management reports are usually prepared in accordance with specified requirements and are on time. Updates to reports are usually accurate, on time and submitted in accordance with applicable documents and specifications.

Above Average (87-99):

Technical coordination with NUWC Code 7011, facility site management, users, and other contractor personnel is exceptional. Modifications, installations, and the development of engineering systems are of excellent quality and, in many cases delivered ahead of schedule. Adept at determining the necessary resources to contribute to the successful implementation of the mission. Engineering studies and research is completed, in many cases, ahead of schedule and results in very accurate and complete findings. Established procedures, manuals, policies and engineering standards are always followed. Engineering products delivered are of high quality and very responsive to project needs. Missions are well supported and the Contractor never depends on the Government to resolve problems. Installation reports and test-supporting documentation are of high quality, correct and delivered ahead of schedule in many cases. The Contractor always complies with test plan requirements or other directives specifying tasks to be performed during Test and Evaluation operations. The documentation and engineering products delivered by the Contractor are consistently accurate, conform to government standards, and are delivered on time or ahead of schedule. The contractor is capable of operating equipment provided as GFE. There are no errors in the development of products. Contractor is highly imaginative and innovative in suggesting alternative methods of prototype fabrication.

Resources are effectively scheduled in order to meet user requirements. There are no scheduling problems. Issues that arise are dealt with in an expeditious and effective manner. Contractor has exceptional knowledge of at-sea operations. Contractor is quick to respond to new requirements and provides excellent support to these new requirements. Contractor consistently adheres to test plan requirements or other directive specifying tasks to be performed.

Project management reports are consistently prepared in a thorough manner and are delivered ahead of schedule in most cases. Updates to reports are prepared ahead of schedule in most cases, are always accurate and are always submitted in accordance with applicable documents and specifications.

CATEGORY B: MANAGEMENT: Effectiveness of overall management in terms of the contractor's assignment of personnel; action on delays, changes and problems; adequacy of liaison and communication functions; timeliness of data and report submission; overall effectiveness in meeting objectives; initiative and creativity; adequacy of subcontract controls and care of Government property.

Below Average (61-73): Administration of the contract requirements is slow. Responsiveness to changes, procurement actions, or requests for information is often inadequate. Planning and program control is poor some of the time. Although NUWC mission objectives are met, government intervention is needed too often.

Average (74-86): Administration of the contract is generally efficient. Changes, procurement actions, and requests for information are processed in a timely, routine manner. A reasonable awareness of contract status is maintained, such that only minor problems arise due to unanticipated situations. Timely and technically acceptable resolutions are provided for problems that do arise, and assignment of qualified

personnel, planning and program controls are evident. Documentation is usually submitted promptly with little or no delay. Accuracy of content is reliable and few, if any errors exist.

Above Average (87-99): Highly efficient and effective administration of the contract with an obvious high priority to support of the contract and timely response to NUWC changes and requests for information. Contractor is very aware of program status and makes a conscious effort to identify and resolve problems in a timely manner. Personnel assigned are highly qualified, effective, and consistently efficient. Good program planning and control are consistently evident. All documentation is submitted on or ahead of schedule. Data is current and accurate. Documentation is well organized and correctly edited. Contractor communicates well without having to be asked specific questions to elicit responses.

CATEGORY C: COST CONTROL: Adequacy of contractor's overall control of all direct labor charges (wages and salaries), control of indirect costs (overhead and G&A), control of other direct costs (e.g. travel, material and subcontracting).

Below Average (61-73): Contractor does not consistently track costs.

Average (74-86): Tracks costs, but is slow in highlighting problems that arise. Expenditures are accounted for with sufficient frequency to allow for effective program management. Only minimal cost overruns. Solves problems independently and within available resources.

Above Average (87-99): Has a cost tracking system that provides detailed cost accountability that results in excellent cost control. Cost versus program effort is well planned.

The following table provides the percentage of Award Fee Earned per assigned score:

TABLE OF PERCENTAGE OF AWARD FEE EARNED							
SCORE	% OF AWARD FEE	SCORE	% OF AWARD FEE	SCORE	% OF AWARD FEE	SCORE	% OF AWARD FEE
74	20.43	81	38.31	88	59.83	95	84.56
75	22.74	82	41.17	89	63.18	96	88.33
76	25.13	83	44.11	90	66.59	97	92.16
77	27.61	84	47.12	91	70.06	98	96.05
78	30.17	85	50.19	92	73.59	99	100
79	32.80	86	53.34	93	77.19		
80	35.52	87	56.55	94	80.84		

NOTE: The contractor MUST score 61 or higher in EACH of the individual categories and 74 or higher OVERALL to earn award fee.

5. CALCULATION OF AWARD FEE EARNED

(a) At the end of an evaluation period, the amount available for award fee will be calculated by multiplying the per hour award fee rate of \$_____ times the number of hours expended during the evaluation period. This total will constitute the “Total Available Award Fee” for that period.

(b) The Fee Determining Official will assign the final award fee percentage for the evaluation period. This award fee percent will then be multiplied by the “Total Available Award Fee” for that period. The resulting dollar value (rounded to the next highest or lowest whole dollar) will constitute the “Award Fee Earned” for the evaluation period.

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		11. NOTICE NO. MOU
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED	
(STATEMENT OF WORK)	DIRECTORY TITLE AND CODE			
Crane Operator/Rigger	Rigger, 23850	2	\$18.00	
Technician, Electrical/Electronics II	Engineering Technician II, 29082	4	\$15.00	
Technician, Mechanical II	Engineering Technician II, 29082	4	\$15.00	
Word Processor I	Word Processor I, 01611	2	\$12.00	
Clerk, General I	Clerk, General I, 01115	1	\$10.00	